

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILLCOX AND COCHISE COUNTY FOR THE OPERATION OF AN ANIMAL SHELTER

The City of Willcox ("City") and the County of Cochise ("County") hereby agree to operate an Animal Shelter in the Willcox area subject to the terms and conditions indicated herein. This agreement is authorized by A.R.S. § 11-1013 and A.R.S. § 11-952.

WHEREAS, the County constructed an Animal Shelter in the Willcox area to be used for impounding dogs and cats; and

WHEREAS, this facility is currently being used to meet the City's needs for these same purposes; and

WHEREAS, City staff provides for the operation and routine maintenance of this facility and assists the County in enforcing the animal control laws in the area; and

WHEREAS, it is in the best interests of both parties to continue to operate this facility and to conduct these activities jointly to maximize the public benefits that can result from the cooperative use of the resources that are available to each.

NOW THEREFORE, it is mutually agreed that the City and the County shall continue to operate and maintain the Animal Shelter in the Willcox area and to enforce the applicable animal control laws in the area upon the following terms and conditions:

1. The County agrees to continue to provide an Animal Shelter, in the Willcox area.
2. The City agrees to continue to assume responsibility for operating the facility as a joint City and County Animal Shelter, and for providing all of the staff required. This responsibility includes, but is not limited to, providing food, water, sanitation services, and other requirements for the animals located there; for providing all necessary utility services; and for providing all of the administrative services required for this facility. The County hereby assigns and transfers to the City the right to enter, use and operate this facility for these purposes.
3. The City hereby agrees to accept all of the dogs and cats that are delivered to the facility by County staff and County residents, in the same manner as such animals from the City area are accepted, subject to the availability of adequate space for these animals. The City further agrees to manage and dispose of all animals that are accepted at the facility in accordance with all applicable laws, rules and regulations of the State of Arizona and of the United States and to operate this facility in accordance with all applicable laws, rules and regulations. The County agrees that if its representatives are unwilling to allow the City time to find placement of County animals, that the County's agents will dispose of those animals at the County's expense. The City shall provide the County with access to the facility, including keys or combinations, as necessary for the County staff to be able to enter the facility at any time that access may be required. County staff using such facility shall

follow all policies, procedures and guidelines established by the City in the operations of the facility, including specifically completing standard paperwork and following established procedures for incoming animals.

4. The City shall collect all of the fees applicable to the animals that are delivered to the facility from the County jurisdiction, shall maintain a record of all such payments, and shall issue receipts for these payments.

5. The City shall be entitled to reimbursement from the County for its proportionate share of expenses for animal care services that the City provides pursuant to this Agreement. The kinds of expenses that qualify are set forth on the spreadsheet attached as Exhibit A hereto, which sets forth expense allocations for FY 2014, The amount of reimbursement shall be adjusted based upon the proportionate volume of City and County animals housed at the facility and the operating costs incurred by the City to operate the facility. Prorated cost percentage will be based on an average of animal volume for the preceding three fiscal years. The adjustment will be done by mutual agreement on an annual basis throughout the term of this agreement.

6. The City shall maintain the facility in good and safe condition and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. The City will be responsible for providing routine and preventative maintenance to the facility. The term "routine maintenance" includes each separate maintenance activity that does not exceed the total cost of \$1,000 dollars for labor and materials. The City is responsible for all costs necessary to repair the facility as a result of any vandalism or destruction caused by the City or any of its employees or agents. The County will resume responsibility for any repairs and improvements that may be required that are beyond the scope of routine maintenance to include acts of God.

7. This Agreement shall be in effect upon its approval by the respective governing bodies. This Agreement shall be automatically renewed for successive fiscal years for ten (10) consecutive years unless either party provides written notice of its intent to terminate the Agreement not less than ninety (60) days prior to the start of the next fiscal year.

8. This Agreement may be cancelled as provided in A.R.S. § 38-511, pursuant to the terms of that statute.

9. Each party may at any time request an amendment to this Agreement. This Agreement is subject to amendment upon the mutual consent of the respective governing bodies, by the approval of a formal written amendment to this Agreement. On at least an annual basis, the parties shall meet, through their respective representatives, to discuss the operations of this facility and the needs of each party for any changes to this Agreement or the applicable procedures, as may be necessary to best accomplish the purposes of this Agreement.

10. The County shall defend, hold harmless, and indemnify the City, its officers, agents and employees, from all claims, demands, suits, damages or loss ("claims") that result from the negligence or intentional torts of the County, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The City shall defend, hold harmless and indemnify the County, its officers, agents and employees, from all claims, demands, suits, damages or loss ("claims") that result from the negligence or intentional torts of the City, its agents, officers, and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, officers and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise. This duty to defend, indemnify and hold harmless is not negated or otherwise limited by the characterization of the underlying duty as a "non-delegable duty" for which either party may be vicariously liable, as a matter of law.

IN WITNESS WHEREOF, the Parties have authorized the designated officials indicated below to execute this agreement indicating their respective approval.

COUNTY OF COCHISE:

CITY OF WILLCOX:

Patrick G. Call
Chairman, Cochise County Board of Supervisors

Robert A. Irvin
Mayer, City of Willcox

ATTEST:

ATTEST:

Arlenthe G. Rios
Clerk, Board of Supervisors

Virginia A. Mefford
Clerk, City of Willcox

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Brian M. McIntyre
County Attorney, Cochise County

Ann P. Roberts
City Attorney, City of Willcox